

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-268-T**  
**CERTIFICATE OF SERVICE**

I, Carl E. Bell, hereby certify that I have, on this **12th day of November 2018**, served the **AMENDED APPLICATION OF MIDLANDS MOVERS, LLC**, upon the parties listed below by electronic mail:

C. Lessie Hammonds  
[lhammon@regstaff.sc.gov](mailto:lhammon@regstaff.sc.gov)  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

Mr. Lewis Noles  
[lwn1971@yahoo.com](mailto:lwn1971@yahoo.com)  
550 Rose Sharon Drive  
Lexington, South Carolina 29072

  
\_\_\_\_\_  
Carl E. Bell, Paralegal  
Terreni Law Firm, LLC  
1508 Lady Street  
Columbia, South Carolina 29201  
Telephone (803) 771-7228  
Fax (803) 771-8778  
[charles.terreni@terrenilaw.com](mailto:charles.terreni@terrenilaw.com)

Columbia, South Carolina  
November 12, 2018

**TERRENI**  
**LAW FIRM, LLC**

CHARLES L.A. TERRENI  
ATTORNEY AT LAW

1508 LADY STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE (803) 771-7228  
EMAIL CHARLES.TERRENI@TERRENILAW.COM  
WWW.TERRENILAW.COM

November 11, 2018

The Honorable Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

Re: Docket 2018-268-T – Application of Midlands Movers, LLC for Class E Certificate.

Dear Ms. Boyd:

With this letter, I am filing the Amended Application of Midlands Movers, LLC, in the above referenced docket. The Amended Application reflects the company's purchase of a vehicle and updated insurance quotes.

I am requesting the Commission set this matter for a hearing at its earliest convenience.

With best wishes, I am,

Sincerely yours,

*s/ Charles L.A. Terreni*

Charles L.A. Terreni

c: C. Lessie Hammonds, Esq.  
Mr. Lewis Noles

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

AMENDED

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF  
MOTOR VEHICLE CARRIER

November 3, 2018

Select Class: (Check one)

Date: \_\_\_\_\_

- ☒ E (HHG) - Household Goods  
☐ E (HAZ) - Hazardous Material

**IMPORTANT!** If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application  
☐ Amended Scope of Authority

Current Scope:  
(list counties) \_\_\_\_\_

Amended Scope:  
(list counties) \_\_\_\_\_

1.

Midlands Movers, LLC

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

550 Rose Sharon Drive, Lexington SC 29072

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

803-957-3443

Phone

FAX

lwn1971@yahoo.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

## 3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☒ Corporation - List names and addresses of two principal officers.

Lewis Noles, 550 Rose Sharon Drive, Lexington, SC 29072

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4. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

*If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.*

## 5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of convictions below.*

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## 6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of revocations below.*

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Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

### Financial Statement

Applicant's assets and liabilities are as follows:

<u>Assets:</u>		<u>Liabilities:</u>	
Value of Real Estate	<input type="text"/>	Mortgage/Loan on Real Estate	<input type="text"/>
Value of Motor Vehicles	<input type="text" value="1500.00"/>	Loans Owed on Motor Vehicles	<input type="text"/>
Cash on Hand	<input type="text" value="1000.00"/>	Business/Other Loans Owed	<input type="text"/>
Cash in Bank	<input type="text" value="1000.00"/>	Other Liabilities or Debts	<input type="text"/>
Value of Other Assets and Equipment	<input type="text"/>	<b>Total Liabilities</b>	<input type="text"/>
<b>Total Assets</b>	<input type="text"/>		

### INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

## PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

<u>Number of Movers</u>	<u>Weekdays</u>	<u>Weekends(Sat.&amp;Sun.)</u>
Two Men and a Truck	\$100.00	\$120.00
Three Men and a Truck	\$120.00	\$140.00
Four Men and a Truck	\$140.00	\$160.00
Each Additional Man	\$20.00 per man/per hour	\$20.00 per man/per hour

### 1.2 Office Hours / Minimum Hourly Charges:

Midlands Movers, LLC will operate Monday – Friday, 8:00 am – 5:00 pm and Saturday and Sunday from 8:00am – 12:00pm.

Monday- Friday

Two-Hour Minimum Charge

Saturday- Sunday

Four-Hour Minimum Charge

Recognized Federal Holidays

Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Midlands Movers, LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

**ED**

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)

☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.  
You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- |                                     |                                       |                                     |                                     |   |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville  | <input type="checkbox"/> Cherokee     | <input type="checkbox"/> Florence   | <input type="checkbox"/> Lee        | <input type="checkbox"/> Saluda               |
| <input type="checkbox"/> Aiken      | <input type="checkbox"/> Chester      | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington  | <input type="checkbox"/> Spartanburg          |
| <input type="checkbox"/> Allendale  | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion     | <input type="checkbox"/> Sumter               |
| <input type="checkbox"/> Anderson   | <input type="checkbox"/> Clarendon    | <input type="checkbox"/> Greenwood  | <input type="checkbox"/> Marlboro   | <input type="checkbox"/> Union                |
| <input type="checkbox"/> Bamberg    | <input type="checkbox"/> Colleton     | <input type="checkbox"/> Hampton    | <input type="checkbox"/> McCormick  | <input type="checkbox"/> Williamsburg         |
| <input type="checkbox"/> Barnwell   | <input type="checkbox"/> Darlington   | <input type="checkbox"/> Horry      | <input type="checkbox"/> Newberry   | <input type="checkbox"/> York                 |
| <input type="checkbox"/> Beaufort   | <input type="checkbox"/> Dillon       | <input type="checkbox"/> Jasper     | <input type="checkbox"/> Oconee     |   |
| <input type="checkbox"/> Berkeley   | <input type="checkbox"/> Dorchester   | <input type="checkbox"/> Kershaw    | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun    | <input type="checkbox"/> Edgefield    | <input type="checkbox"/> Lancaster  | <input type="checkbox"/> Pickens    |   |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield    | <input type="checkbox"/> Laurens    | <input type="checkbox"/> Richland   |   |

**DESCRIPTION OF EQUIPMENT**

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
Chevrolet	2002 Express 3500	1GBJG31R221184289	4,500 lbs.

## INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for: (copy of the quote is attached)

Midlands Movers, LLC

Name of Applicant

550 Rose Sharon Drive, Lexington SC 29072

Address of Applicant

**Amount of Premium:**

**Limits Quoted: (See Below)**

Liability Insurance \$ 2,484

Limits \$750,000

Cargo Insurance \$ 548

Limits \$25,000

\* Attach Certificate of Insurance if available.

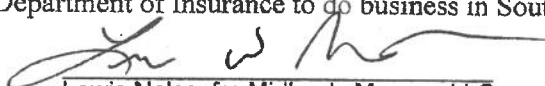
Progressive Northern Insurance Co.

Name of Insurance Company

c/o McKenna Agency, Inc., 1032 Savannah Hwy., Charleston SC 29407

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

  
Lewis Noles, for Midlands Movers, LLC

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

**NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).



PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 EXECUTIVE CENTER DRIVE, SUITE 100  
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

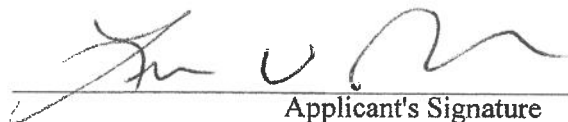
Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Applicant's Signature

President, Midlands Movers, LLC  
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA )  
COUNTY OF Lexington )

SWORN TO BEFORE ME  
This 5th day of November, 2018

  
Notary Public

Commission Expires March 2022

**Exhibit Fit, Willing, and Able (FWA)**

Midlands Movers, LLC

Name

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes                      ☒ No                      ☐ Pending      (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory                      ☐ Conditional                      ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes                      ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes                      ☒ No

If "Yes", list judgements here:

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4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes                      ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes                      ☐ No

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Midlands Movers, LLC

Applicant's Name

### Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

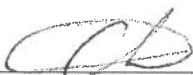
Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

I, Lewis Noles, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

This 5<sup>th</sup> day of November, 2018



Notary Public

  
Applicant's Signature

Commission Expires

March 2027

Print Application

MCKENNA AGENCY INC  
1032 SAVANNAH HWY  
CHARLESTON, SC 29407

**PROGRESSIVE**  
COMMERCIAL

MIDLAND MOVERS LLC  
550 ROSE SHARON DRIVE  
LEXINGTON, SC 29072

Underwritten by:  
Progressive Northern Insurance Co  
October 30, 2018  
Policy Period: Oct 30, 2018 - Oct 30, 2019  
Page 1 of 3

Customer Phone number: 1-803-917-1651

## Commercial Auto Insurance Quote

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from Progressive Northern Insurance Co, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through progressiveagent.com, your customized Web site. Claims service is available 24 hours a day, 7 days a week by calling 1-800-274-4499.

### Policy information

Business type: Trucking For-Hire  
Sub business type: Household Movers

### Quote for 12 month policy period

If you pay your premium in full, you will receive a discount as shown.

Total policy premium	\$3,034.00
Paid in full discount	-437.00
Policy premium if paid in full	\$2,597.00

### Payment plans

Payment Method: 11 payments

**Electronic Funds Transfer (EFT)** assures that your payment is on time. Each payment includes a \$3.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
11 Payments, 16.67% Down	\$3,034.00	\$507.44	10 payments of \$255.66
10 Payments, 20.0% Down	\$3,034.00	\$608.40	9 payments of \$272.52
6 Pay, Seasonal, 20.0% Down	\$3,034.00	\$608.40	5 payments of \$488.12
10 Payments, 25.0% Down	\$3,034.00	\$760.00	9 payments of \$255.67
4 Pay, Seasonal, 25.0% Down	\$3,034.00	\$760.00	3 payments of \$761.00

**Make payments by mail** or at progressiveagent.com. Each payment includes a \$6.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
11 Payments, 16.67% Down	\$3,034.00	\$507.44	10 payments of \$258.66
10 Payments, 20.0% Down	\$3,034.00	\$608.40	9 payments of \$275.52
6 Pay, Seasonal, 20.0% Down	\$3,034.00	\$608.40	5 payments of \$491.12
10 Payments, 25.0% Down	\$3,034.00	\$760.00	9 payments of \$258.67
4 Pay, Seasonal, 25.0% Down	\$3,034.00	\$760.00	3 payments of \$764.00
4 Pay, Quarterly, 25.0% Down	\$3,034.00	\$760.00	3 payments of \$764.00
1 Payment	\$2,597.00	\$2,597.00	None
2 Payments, 50.0% Down	\$3,034.00	\$1,518.00	1 payment of \$1,522.00

  
Continued

## To purchase insurance

Please review the information on your quote for accuracy; incomplete and inaccurate information could affect your rate. These rates are subject to verification of information. If you have any questions or would like to purchase a Progressive policy, please call me at **1-843-795-0189**. Your coverage will begin once your initial payment has been received. Thanks again for the opportunity to work with you.

## Rated drivers

Failure to accurately and completely report all driver information may result in premium differences and service delays.

Name	Age	Marital status	Points	Additional information
LEWIS NOLES	47	Married	0	

## Outline of coverage

### Auto coverage part

Description	Limits	Deductible	Premium
Liability To Others			\$2,004
Bodily Injury and Property Damage Liability	\$750,000 combined single limit		
Uninsured Motorist			65
Bodily Injury	\$100,000 combined single limit each accident		
Property Damage	(included in combined single limit)	\$200	
Underinsured Motorist			59
Bodily Injury	\$100,000 combined single limit each accident		
Property Damage	(included in combined single limit)	\$0	
Medical Payments	\$1,000 each person		7
Comprehensive			157
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			141
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			51
See Auto Coverage Schedule			

**Subtotal policy premium** **\$2,484**

### Motor Truck Cargo coverage part

Description	Limits	Deductible	Premium
Motor Truck Cargo	\$25,000	\$1,000	\$548
<b>Subtotal policy premium</b>			<b>\$548</b>
South Carolina Uninsured Motorist Fund charge			2
<b>Total 12 month policy premium and fees</b>			<b>\$3,034</b>

## Rated commodities

- Household Goods (Mover)

## Auto coverage schedule

1. **2002 Chevrolet EXPRESS CUTAWAY** Stated Amount: \* \$3,500 (including Permanently Attached Equip)  
VIN: **1GBJG31R221184289** Garaging Zip Code: 29072 Territory: 2 Radius: 100 miles  
Personal use: N Body type: Straight Truck Use class: H

Liability Premium	Liability \$2004	UM \$46	UIM \$55	UM PD \$19	UIM PD \$4	Med Pay \$7	
Physical Damage Premium	Comp/Glass Deductible \$500	Comp/Glass Premium \$157	Collision Deductible \$500	Collision Premium \$141			
Other Coverages Premium	Rental Limit \$50 per day Max \$1500	Rental Premium \$51					Auto Total \$2,484

\*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Form QTE (05/08)

Filing ID: 180126-1418358

Filing Date: 01/26/2018

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

**ARTICLES OF ORGANIZATION  
Limited Liability Company – Domestic**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name\*)

Midlands Movers LLC

\*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is  
550 ROSE SHARON DR

(Street Address)

LEXINGTON, South Carolina 29072

(City, State, Zip Code)

3. The initial agent for service of process is

Lewis Noles

(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:  
550 ROSE SHARON DR

(Street Address)

LEXINGTON

(City)

South Carolina 29072

(Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a)

Lewis Noles

(Name)

550 ROSE SHARON DR

(Street Address)

LEXINGTON, South Carolina 29072

(City, State, Zip Code)

Midlands Movers LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. \_\_\_\_\_
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

(Name)

(Street Address)

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

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8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time \_\_\_\_\_.



Midlands Movers LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

Lewis Noles

Signature of Organizer

Date: 01/26/2018

Signature of Organizer

Date:

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

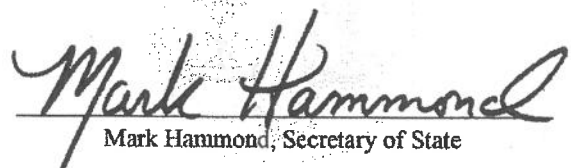
## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

### **MIDLANDS MOVERS LLC,**

a limited liability company duly organized under the laws of the State of South Carolina on January 26th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 8th day  
of August, 2018.

  
Mark Hammond, Secretary of State

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Midlands Movers, LLC. These services are furnished between points and places in all South Carolina counties.

**SECTION 1****1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Midlands Movers, LLC office location, and includes the movers estimate return time to the office location.

<b><u>Number of Movers</u></b>	<b><u>Weekdays</u></b>	<b><u>Weekends(Sat.&amp;Sun.)</u></b>
Two Men and a Truck	\$100.00	\$120.00
Three Men and a Truck	\$120.00	\$140.00
Four Men and a Truck	\$140.00	\$160.00
Each Additional Man	\$20.00 per man/per hour	\$20.00 per man/per hour

**1.2 Office Hours / Minimum Hourly Charges:**

Midlands Movers, LLC will operate Monday – Friday, 8:00 am – 5:00 pm and Saturday and Sunday from 8:00am – 12:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Four-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Midlands Movers, LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

**SECTION 2**

Date Proposed:  
Effective Date: \_\_\_\_\_

**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

**2.2 Elevator or Stair Carry**

Midlands Movers, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

Midlands Movers, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

Midlands Movers, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** Midlands Movers, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.5.2** Midlands Movers, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Midlands Movers, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.7 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Midlands Movers, LLC.



**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Midlands Movers, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Midlands Movers, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Midlands Movers, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

**3.2 Computing Charges**

Midlands Movers, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.3 Governing Publications**

Midlands Movers, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

Midlands Movers, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Midlands Movers, LLC will not accept responsibility for safe delivery of such articles if they come into Midlands Movers, LLC's possession with or without Midlands Movers, LLC's knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Midlands Movers, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

Midlands Movers, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**SECTION 4****4.0 PROMOTIONS**

Midlands Movers, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

**4.1 Military/Senior Citizens**

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Midlands Movers, LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

<b><u>Number of Movers</u></b>	<b><u>Weekdays</u></b>	<b><u>Weekends(Sat.&amp;Sun.)</u></b>
Two Men and a Truck	\$90.00	\$108.00
Three Men and a Truck	\$108.00	\$126.00
Four Men and a Truck	\$126.00	\$144.00
Each Additional Man	\$18.00 per man/per hour	\$18.00 per man/per hour